

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

SPIRO JANNINGS,)
)
Plaintiff,)
)
vs.) Case No.
)
PACIFIC GAS & ELECTRIC, and DOES) 17CV315033
1-50,)
)
Defendants.)
)

DEPOSITION OF SPIRO JANNINGS
SAN JOSE, CALIFORNIA
Tuesday, January 8, 2019

REPORTED BY:
Theresa Nadeau, CSR No. 10526
Job No. SF 3181290
Pages 1- 215

Page 1

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SPIRO JANNINGS,)
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Plaintiff,)
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vs.) Case No.
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PACIFIC GAS & ELECTRIC, and DOES) 17CV315033
1-50,)
)
Defendants.)
)

Deposition of SPIRO JANNINGS, taken on behalf
of Defendant, at the Law Offices of Littler Mendelson,
50 West San Fernando Street, 7th Floor, San Jose,
California, at 10:12 a.m. on Tuesday, January 8, 2019,
before Theresa Nadeau, Certified Shorthand Reporter No.
10526.

APPEARANCES

FOR THE PLAINTIFF:

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FOR THE DEFENDANTS:

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Also present: Jason Sayler, videographer

--oOo--

I N D E X

WITNESS

SPIRO JANNINGS

Examination by:

Page

Ms. Nadeau

7

E X H I B I T S

Number	Description	Page
Exhibit 1	Résumé of Spiro Jannings, Bates PGE000414-415	25
Exhibit 2	Hiring Hall Employment Application, Bates PGE000402-403	29
Exhibit 3	01/11/2013 letter to Spiro Jannings from PG&E, Bates PGE000409-412	44
Exhibit 4	Compliance Obligations, Bates PGE000028-32	51
Exhibit 5	Excerpt from Policies and Procedures, Bates PGE000126	56
Exhibit 6	Grievance No. 23183, Bates PGE000208	88
Exhibit 7	Email chain, Bates PGE000005-6	93
Exhibit 8	Pacific Gas & Electric Company Referral to Pre-Review Committee, Grievance No. 23183, Bates PGE000296	106
Exhibit 9	Pre-Review Committee findings, Bates PGE000297-298	111
Exhibit 10	August 27, 2015 letter to Spiro Jannings from Jeff Carroll, Bates PGE000416	119

Number	Description	Page
Exhibit 11	August 6, 2015 Summary of Investigative Findings, Bates PGE000149-194	123
Exhibit 12	Local Investigating Committee Report, Bates PGE000006-44	130
Exhibit 13	E-mail chain, Bates PGE000001-3	140
Exhibit 14	Review Committee findings, 23334, Bates PGE000301-302	141
Exhibit 15	Complaint for Wages, Demand for a Jury Trial	150
Exhibit 16	E-mail chain, Bates SJ-RES1-043-044	175
Exhibit 17	Fremont Police Department report, Bates SJ-RES1-039-042	179
Exhibit 18	Request for Records to California Highway Patrol, Bates SJ-RES1-117-118	185
Exhibit 19	Reporter's Transcript of Audio Proceedings, February 23, 2016, Bates SJ-RES1-073-112	188
Exhibit 20	Union dues records produced by plaintiff, Bates SJ-RES1-119-134	190
Exhibit 21	Photocopy of journal pages, Bates SJ-RES1-195-196	194
Exhibit 22	Order Denying Plaintiff Spiro Jannings' Motion to Compel Further Responses to Requests for Documents and Award of Monetary Sanctions to Defendant	207
Exhibit 23	Plaintiff's Response to Defense's Form Interrogatories	208

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SAN JOSE, CALIFORNIA

Tuesday, January 8, 2019, 10:12 a.m.-4:55 p.m.

THE VIDEOGRAPHER: Good morning. We are going
on the record at 10:12 a.m. on January 8, 2019. Please 10:12
note that the microphones are sensitive and may pick up
whispering, private conversations and cell interference.
Please turn off all cell phones or place them away from
the microphones, as they can interfere with the
deposition audio. Audio and video recording will 10:12
continue to take place until all parties agree to go off
the record.

This is media unit number one of the video
recorded deposition of Spiro Jannings taken by counsel
for the defendant in the matter of Spiro Jannings versus 10:13
Pacific Gas and Electric, et al., filed in the Superior
Court of the State of California, for the County of
Santa Clara.

This deposition is being held at Littler
Mendelson, PC, located at 50 West San Fernando Street, 10:13
on the seventh floor, in the city of San Jose,
California.

My name is Jason Sayler and I am the
videographer, and the court reporter is Theresa Nadeau,
both of us on behalf of Veritext Legal Solutions. I am 10:13

Page 6

1 not related to any party in this action nor am I
2 financially interested in the outcome.

3 Counsel and all present in the room will now
4 state their appearances and affiliations for the record.

5 MS. NADEAU: Good morning. Elisa Nadeau on 10:14
6 behalf of defendant PG&E.

7 MR. FURSTMAN: Good morning. Scott Furstman,
8 F-u-r-s-t-m-a-n, on behalf of the plaintiff Spiro
9 Jannings.

10 THE VIDEOGRAPHER: Will the court reporter 10:14
11 please administer the oath and then we can begin.

12 SPIRO JANNINGS,
13 the plaintiff herein, after having been
14 administered the oath by the court
15 reporter, was examined and testified
16 as follows:

17 E X A M I N A T I O N

18 BY MS. NADEAU:

19 Q. Good morning, Mr. Jannings. As I mentioned
20 earlier, and you and I have spoken a few times in the 10:14
21 past before you were represented, my name is Elisa
22 Nadeau, and I represent defendant PG&E in this action.
23 And have you ever been deposed before?

24 A. No.

25 Q. So we're here today for me to ask questions 10:15

Page 7

1 Q. Did you say Valerie Lawson?

2 A. Yes.

3 Q. And how long did you say that was that she was
4 your supervisor?

5 A. Couple of years. No, I would say about a year, 11:06
6 year and a quarter.

7 Q. Did you get along with Mr. -- Ms. Lawson?

8 A. I had no problem with her.

9 Q. When you began working for PG&E as a PG&E
10 employee, you were still a union member, correct? 11:07

11 A. I was a union member, correct.

12 Q. I'm holding a letter Bates labeled PG&E 409
13 through 412, and I'm handing a copy of it to opposing
14 counsel. I'm handing another copy to the court reporter
15 to be marked Defense Exhibit 3. 11:08

16 (Defendants' Exhibit 3 was marked for
17 identification.)

18 BY MS. NADEAU:

19 Q. Mr. Jannings, this appears to be -- Defense
20 Exhibit 3 appears to be your offer letter from PG&E; is 11:08
21 that correct?

22 A. That is correct.

23 Q. And it says here that your supervisor would be
24 Tim Bellinghausen.

25 A. That is correct. I brought that up earlier. 11:08

Page 44

1 Q. And it also says that your salary may be
2 increased pursuant to the International Brotherhood of
3 Electrical Workers collective bargaining agreement. Do
4 you see that?

5 A. Yes, I do see it. 11:08

6 Q. And is it your understanding that your
7 employment was subject to a collective bargaining
8 agreement as you were a union member?

9 A. Yes.

10 Q. How long have you been a member of the IBEW? 11:09

11 A. Since '95, I stepped foot on the property over
12 there, until I was fired. Thirteen -- '15.

13 Q. Did you stop working at PG&E in 2011? Is that
14 right?

15 A. I stopped working for them. 11:09

16 Q. I'm asking.

17 A. I quit working in San Carlos and went to work
18 in Cupertino.

19 Q. But also for PG&E through the hiring hall; is
20 that right? 11:10

21 A. That's correct.

22 Q. So was there any gap in employment with PG&E
23 from 2011 to 2013?

24 A. Probably there was one in '11. Maybe eight
25 months to a year. 11:10

1 Did you have an understanding -- what was your
2 understanding as to whether or not you could be
3 terminated from your job at PG&E?

4 A. I don't understand the question. Can you
5 repeat it again? 11:13

6 Q. Did PG&E have to have a reason to terminate you
7 or could they terminate you just because they decided
8 to?

9 A. I understood that they had to have a reason to
10 terminate you. 11:13

11 Q. And how did you have that understanding?

12 A. Was told to me by my union rep.

13 Q. Did you understand that it was part of the
14 collective bargaining agreement?

15 A. That was never brought up. 11:14

16 Q. So who told you that you needed to have a
17 reason in order to be terminated from PG&E -- or that
18 PG&E had to have a reason in order to terminate your
19 employment?

20 A. I do believe it was Lou Mennel. Union rep. 11:14

21 Q. Okay. Do you remember when he told you that?

22 A. I don't recall.

23 Q. If I told you that it was part of the
24 collective bargaining agreement, would you have any
25 reason to dispute that? 11:14

1 sent it to you. Everything I got from the union.

2 Q. Let's go back to the second grievance regarding
3 the written reminder. Do you have an understanding as
4 to the outcome of the second grievance?

5 A. No. I don't have an -- I didn't have an 13:15
6 outcoming or whatever you're stating there.

7 Q. You don't know what happened?

8 A. These were all sitting in limbo while I was
9 terminated.

10 Q. Looking at defense exhibit -- do you understand 13:15
11 whether the written reminder was referred to
12 fact-finding, the written reminder grievance 23183 was
13 referred to fact-finding?

14 A. I wouldn't know.

15 Q. I'm handing a piece of paper to opposing 13:15
16 counsel that is Bates labeled PG&E -- PGE 416. I'm
17 handing a copy to the court reporter to be marked
18 Defense Exhibit 9.

19 (Defendants' Exhibit 10 was marked for
20 identification.) 13:16

21 MR. FURSTMAN: It's ten.

22 MS. NADEAU: Sorry. Ten. Thank you.

23 THE WITNESS: Here we go.

24 BY MS. NADEAU:

25 Q. What is Defense Exhibit 10? 13:16

1 A. My termination letter.

2 Q. Is this the termination letter that you
3 received from PG&E on or about August 27, 2015?

4 A. That's correct.

5 Q. What is your understanding of why your 13:17
6 employment was terminated?

7 A. You've been concluded that your actions are
8 disrespectful treatment, threats of violence towards a
9 supervisor in violation of employee code of conduct.
10 Based on your severity of your behavior, your employment 13:17
11 has been terminated.

12 Q. All right. What did PG&E say that you said?

13 A. Well, William Pierce had wrote up a thing in a
14 corporate security report saying that I said
15 disrespectful things to Mrs. -- about Mrs. [Redacted] 13:17

16 Q. Okay. What did he say that you said?

17 A. I'm not going to say it because I never said
18 it, and they're disrespectful.

19 Q. Is it your testimony that you never said
20 anything about Miss [Redacted] that was disrespectful? 13:18

21 A. To Mr. [Redacted]? I mean to --

22 Q. About Ms. [Redacted].

23 A. About Ms. [Redacted] to Mr. Pierce?

24 Q. To anyone.

25 A. Never. I never said anything. 13:18

1 A. If I had it, I would have sent it to you in
2 that packet.

3 Q. I have another document with the Bates label
4 PGE 301. It's a two-page document. I'm handing a copy
5 to opposing counsel and another copy to the court 14:24
6 reporter to be marked Defense Exhibit 14.

7 (Defendants' Exhibit 14 was marked for
8 identification.)

9 BY MS. NADEAU:

10 Q. This is a letter from the review committee 14:24
11 that's dated November 16, 2016. Is this the letter you
12 were referring to?

13 A. Yes.

14 Q. So you received a copy of this.

15 A. Yes, from Lou. 14:25

16 Q. It says here that -- if you turn to the second
17 page, there's a paragraph that has a heading Decision,
18 and it says, "The committee agreed the discipline was
19 issued for just cause. This case is closed without
20 adjustment." 14:25

21 So is this the language you were referring to
22 when you said it appeared that the union had opined with
23 the company?

24 A. Yeah. Opined is shop talk has been -- these
25 have been credible threats. He would have reported 14:25

1 Q. What was your understanding of the decision?

2 A. I don't know how they could make that just
3 cause, you know, on hearsay. Just no corroboration of
4 anybody. It's the famous old he said, she said. No one
5 heard me say anything to Bill. No one even saw me with 14:27
6 Bill. They recollect they saw me talking to him, which
7 I admit to on Monday.

8 Q. You admit you talked to him on Monday but not
9 Tuesday; is that right?

10 A. I didn't talk to him on the 15th at all. 14:27

11 Q. On the 15th.

12 A. That's correct. I wasn't even there.

13 Q. Okay.

14 A. Their own corporate security report shows it.

15 Q. So I understand that you feel that the company 14:27
16 relied upon hearsay to terminate you; is that right?

17 A. Well, it was brought to my attention that Bill
18 Pierce is a supervisor or superintendent and I have no
19 credibility. He has more than I do. Jeff Carroll told
20 me that. Vanessa Parker told me that. 14:27

21 Q. In other words, the company chose to believe
22 Bill Pierce versus what you had said; is that right?

23 A. Yes. That's correct.

24 Q. So it says here -- so do you have an
25 understanding regarding the members of the review 14:28

1 THE WITNESS: You talked in a riddle.

2 BY MS. NADEAU: Of course.

3 Q. What are all the reasons that you think this
4 case did not proceed to arbitration?

5 A. Because they were going to lose and they're 14:30
6 standing up for a woman in the workplace.

7 Q. I'm not asking for the motivation, but I'm
8 asking you why you think that the case didn't go on to
9 the next step which is arbitration?

10 A. You have to ask the company that question. 14:30

11 Q. You don't know.

12 A. Don't know.

13 Q. Do you know if it was a choice by the union?

14 A. No.

15 Q. Is it possible -- so as far as you know, would 14:30
16 you have any evidence to disprove the contention that
17 the union agreed not to pursue the case to arbitration?

18 A. No. I don't have any of that. It was brought
19 to my attention from Lou, when the corporate security
20 report came out, there was nothing there. 14:31

21 Q. Who decided to terminate your employment?

22 A. Jeff Carroll.

23 Q. And how do you know it was Jeff Carroll?

24 A. He's the one that handed me my paperwork. I
25 don't know if it was him. It could have been Joel Dixon 14:31

Page 145

1 that you made the threat about **Redacted**

2 A. I don't understand the question.

3 Q. Well, first of all, do you think Jeff Carroll
4 believed Mr. Pierce when Mr. Pierce said that you made
5 that threat against **Redacted** 14:38

6 A. Obviously he did.

7 Q. And you said that also Joel Dixon may have been
8 involved in the decision to terminate your employment.
9 Do you have any -- do you believe --

10 A. His name was at the top. So the way I 14:39
11 understand it, it goes Joel Dixon -- it goes John
12 Higgins, Joel Dixon, Jeff Carroll and then all their
13 other people underneath them. So those are the three
14 top brass.

15 Q. And they would have been involved in the 14:39
16 decision to terminate your employment?

17 A. I understand Higgins was real upset about me
18 being terminated.

19 Q. Okay. Do you have any evidence to suggest that
20 the people who terminated your employment didn't 14:39
21 honestly believe Mr. Pierce about what Mr. Pierce said
22 about the threat?

23 A. They believed him. I mean where am I at now?
24 Terminated. I don't know what honestly part of that is
25 you're talking about. 14:39

1 identification.)

2 BY MS. NADEAU:

3 Q. Do you recognize Defense Exhibit 15?

4 A. What part of it?

5 Q. Do you recognize any of it? Have you reviewed 14:44
6 this document before?

7 A. Yes, I have.

8 Q. Okay. So this complaint includes a breach of
9 contract cause of action, right? If you turn to page
10 four, it says, "First cause of action, breach of 14:44
11 contract." Actually, let's just back up.

12 You said you reviewed -- did you review -- have
13 you reviewed this complaint? It is -- looks like the
14 actual complaint is eight pages.

15 A. I reviewed it when Mr. Emanuel was alive at the 14:44
16 time. I don't recall much of anything anymore.

17 Q. When you reviewed it, was it accurate?

18 A. At the time it was.

19 Q. Okay. You're qualifying it by saying at the
20 time. Is there anything in here that you think is now 14:45
21 inaccurate?

22 A. No.

23 Q. The first cause of action is based -- is a
24 breach of contract action. What contract were you --
25 are you relying upon? 14:46

Page 151

1 A. I have no idea. You'd have to ask Mr. Emanuel.
2 He's the one that wrote it up. I didn't write this up.

3 Q. Okay. So you don't have any understanding
4 regarding the contract that is at issue in the first
5 cause of action? 14:46

6 A. No. I don't have any.

7 Q. So it says in paragraph 22 on page four that
8 PG&E and you entered into an implied contract that you
9 would not be discharged unless there was good cause to
10 do so. Is that your understanding? 14:46

11 A. That's my understanding.

12 Q. Is the basis for this lawsuit that you were
13 terminated without good cause?

14 A. Yes.

15 Q. And the factual support for that is that you 14:46
16 didn't actually make the threat that was the reason for
17 your termination; is that right?

18 A. That's correct.

19 Q. Is there anything else we haven't talked about
20 that would be at issue in this breach of contract claim? 14:47
21 For example, are there other provisions of any other
22 contract that you think were not complied with?

23 A. No.

24 Q. If you turn to page five, you'll see there's a
25 second cause of action there, and it states that it's 14:47

1 for breach of implied covenant of good faith and fair
2 dealing. And in paragraph 29 it says that "plaintiff
3 was employed by defendant for three years and reasonably
4 relied on the representation from defendant that he
5 would not be terminated without just and fair cause." 14:48
6 Is that accurate?

7 A. That's accurate.

8 Q. Now, we talked earlier about how Lou Mennel
9 told you that you could not be fired except for just
10 cause, right? 14:48

11 A. Right.

12 Q. Were there any other people who told you that?

13 A. No.

14 Q. Any place you saw that written?

15 A. No. 14:48

16 Q. Are there any other agreements that you think
17 were violated that you're arguing were violated in this
18 breach of -- in the second cause of action?

19 A. No.

20 Q. So then it seems to me that the facts 14:49
21 supporting the first cause of action and the second are
22 the same, that you were terminated without good cause
23 and that was in violation of an agreement you had with
24 PG&E; is that right?

25 A. I don't know if I had an agreement with them. 14:49

1 and defendant would not discharge him without good and
2 just cause." Are there any facts -- I think I've
3 already asked this, but -- I'm going to move on.

4 A. I already read it, so --

5 Q. Okay. Let's turn to the third cause of action, 14:51
6 page six, intentional infliction of emotional distress.
7 This claim argues that PG&E's conduct towards you was
8 extreme, outrageous and beyond all bounds of human
9 decency recognized in a civilized society. What conduct
10 are you referring to in that -- in that allegation? 14:51

11 A. I'm not referring to none of it. My lawyer
12 referred to it.

13 Q. Are you saying it's not accurate?

14 A. I'm not saying it's not accurate.

15 Q. Okay. Well, are there any facts that you have 14:51
16 supporting the contention that PG&E was extreme,
17 outrageous and beyond all --

18 A. Yeah.

19 Q. -- bounds of human decency recognized in a
20 civilized society? 14:52

21 A. Hearsay. It's right there in the corporate
22 security report. And even the LIC report, Bill can't
23 back it up.

24 Q. Can you please explain what you mean by that?

25 A. Simple. Someone says something, he waits eight 14:52

1 days, doesn't say nothing, then he says something, and
2 then it gets escalated into something on hearsay, and
3 then corporate security does a full-blown investigation.
4 I'm not even there. And then they toss me on the
5 pretense that I was two point -- 1.5 to two -- 3.3 miles 14:52
6 away, on hearsay. No corroboration, no one heard it.
7 It's his word against mine.

8 Q. Are there any other facts that you think
9 show --

10 A. No. 14:52

11 Q. -- that PG&E acted in an extreme or outrageous
12 manner?

13 A. Doing that, fired me on hearsay. That's what I
14 feel.

15 Q. Anything else? 14:53

16 A. No.

17 Q. Okay. Any actions other than your termination
18 that would suggest that PG&E acted beyond all bounds of
19 human decency recognized in a civilized society?

20 MR. FURSTMAN: Do you understand the question? 14:53
21 Can you answer yes or no?

22 THE WITNESS: Repeat the question again.

23 MS. NADEAU: Can we have it read back.

24 (Record read.)

25 THE WITNESS: Yes, they acted on it. 14:53

1 BY MS. NADEAU:

2 Q. Sorry?

3 A. Yes, they acted on it.

4 Q. Acted on what?

5 A. Terminating me. 14:53

6 Q. Okay. Because they terminated you.

7 A. Yeah.

8 Q. It also says that defendant terminated
9 plaintiff's employment in the presence of plaintiff's
10 coworkers. Is that right, were you terminated in the 14:53
11 presence of coworkers?

12 A. Yes, I was.

13 Q. And who were those coworkers?

14 A. Let's see. The head coworker was Jeff Carroll,
15 Eugene Sanchez and whoever the other guy was that was 14:54
16 from the San Jose office. Don't know who it was.

17 Q. All right. It says that you were verbally
18 abused with epithets and personal remarks. Is that
19 true?

20 A. I don't understand the question. 14:54

21 Q. Do you know what an epithet is?

22 A. No.

23 Q. Were you insulted during the termination
24 meeting?

25 A. No. 14:54

1 because you filed -- or your attorney filed this
2 document?

3 A. Yeah. I understand it, but you're talking in
4 riddles.

5 Q. I'm not talking in riddles. I'm quoting your 14:56
6 own complaint to you, and I understand you didn't draft
7 it, but this is --

8 A. So you're asking me questions that I can't
9 answer.

10 Q. Okay. So I'd like to know what things in this 14:56
11 complaint are not accurate. So that's why I'm asking
12 you about it.

13 A. Okay. I feel the whole thing's accurate.

14 Q. Okay. You just said that nobody insulted you
15 during the termination meeting. Now I'm asking you -- 14:57

16 A. I did say that. No one insulted me. But you
17 asked me earlier if they went after -- how I felt about
18 it. I told you how I felt about it. There's a
19 difference from being insulted and how you felt.

20 Q. All right. Now I'm just asking you did anyone 14:57
21 insult your character and professional competence, and
22 if so, I'd like to know --

23 A. Verbally?

24 Q. Yes, with words.

25 A. No. 14:57

1 Q. So nobody insulted your character or
2 professional competence; is that true?

3 A. That's true.

4 Q. Do you have any facts to suggest that PG&E
5 intended to inflict severe emotional distress on you? 14:57

6 A. No.

7 Q. Okay. Let's turn to the fourth cause of
8 action, which is on page seven. Is the basis for your
9 unfair business practices claim that you were terminated
10 or is there some other basis? 14:58

11 A. I don't understand the question.

12 Q. So in your complaint that was filed by your
13 attorney, there is a claim for unfair business
14 practices. Do you see that on page seven?

15 A. I see unlawful business practice. 14:59

16 Q. No, it's unfair business practices.

17 A. Unlawful. Am I reading something wrong here?

18 Q. Yeah. In paragraph 41 it refers to the statute
19 Business and Professions Code Section 17200 which
20 prohibits any unlawful, unfair or fraudulent business 14:59
21 practice. Is that where you're referring to? It
22 doesn't matter, but for my purposes I'd like to know --
23 well, let's just go through the complaint. It will be
24 easier.

25 Do you have any evidence that PG&E behaved 15:00

1 towards you in an unlawful or unfair -- I'm sorry. Do
2 you have any evidence that PG&E committed an unlawful,
3 unfair or fraudulent business practice?

4 A. Yeah. They fired me on hearsay. Shows it in
5 their corporate security report and their LIC meeting. 15:00

6 Q. And why do you think that is unlawful?

7 A. Why do I think it's unlawful?

8 Q. Yes.

9 A. You just can't go firing people on hearsay.

10 Q. Do you know if that violates any statute? 15:00

11 A. No, I don't know.

12 Q. Any other reason that you think PG&E conducted
13 an unlawful, unfair or fraudulent business practice?

14 A. I don't understand the question.

15 Q. Do you think that PG&E, other than firing you, 15:01
16 committed any unlawful, unfair or fraudulent business
17 practice?

18 A. How they conducted their business? I don't
19 understand what you mean. Does this include me or this
20 is what their -- what they do as a company? 15:01

21 Q. This is about your complaint that you're
22 pursuing, and I just would like to know what unfair or
23 unlawful or fraudulent business practices you're
24 contending in this lawsuit?

25 A. Wrongfully terminated. 15:01

1 Q. Anything else?

2 A. No.

3 Q. This complaint also says that PG&E acted
4 towards you with malice, oppression, fraud and a willful
5 and conscious disregard of your rights. Setting aside 15:02
6 the termination, is there anything that PG&E did towards
7 you that you think shows they had malice, oppression,
8 fraud or willful and conscious disregard of your rights?

9 A. When they terminated me.

10 Q. Anything else? 15:02

11 A. No.

12 Q. So my understanding is that this whole lawsuit
13 has to do with the fairness or unfairness of your
14 termination. Is that right?

15 A. Correct. 15:03

16 Q. And there aren't other sorts of claims that you
17 would like to make against PG&E; is that correct?

18 A. No.

19 Q. There are not.

20 A. No. 15:03

21 Q. What employers did you apply to work for after
22 you were fired from PG&E?

23 A. Valley Transit Authority and Cannis. Well, no,
24 they approached me. I didn't approach them.

25 Q. And that's a good point. I'd like to know even 15:03

1 A. From you or --

2 Q. I'm handing it to opposing counsel and I'm
3 handing a copy to the court reporter to be marked
4 Defense Exhibit 22.

5 (Defendants' Exhibit 22 was marked for 16:25
6 identification.)

7 THE WITNESS: Yeah, I got this.

8 BY MS. NADEAU:

9 Q. Okay. So you understand that the court denied
10 your motion to compel and awarded sanctions; is that 16:25
11 right?

12 A. That's correct.

13 Q. Have you paid the sanctions?

14 A. No. No one's ever told me who to pay.

15 Q. You would pay me. 16:26

16 A. Okay.

17 Q. So -- and in fact, there's been a second order
18 also awarding sanctions.

19 A. So I write the check to Littler Mendelson?

20 Q. Yes. When do you plan to pay -- to write the 16:26
21 check?

22 MR. FURSTMAN: Well, I think this is something
23 that would most appropriately be discussed off the
24 record. We're not here for an OEX. It will be taken
25 care of, as Mr. Jannings has indicated. I'm not trying 16:26

Page 207

REPORTER'S CERTIFICATE

I, Theresa Nadeau, do hereby certify:

That I am a licensed, Certified Shorthand Reporter, duly qualified and certified as such by the State of California;

That prior to being examined, the witness named in the foregoing deposition was by me duly sworn to testify to the truth, the whole truth and nothing but the truth;

That the said deposition was by me recorded stenographically at the time and place first therein mentioned; and the foregoing pages constitute a full, true, complete and correct record of the testimony given by the said witness;

That I am a disinterested person, not being in any way interested in the outcome of said action, nor connected with, nor related to any of the parties in said action, or to their respective counsel, in any manner whatsoever.

Dated this 21st day of January, 2019.



Theresa Nadeau, CSR No. 10526



**Pacific Gas and
Electric Company®**

01/11/2013

Spiro Jannings
1304 Shortridge Ave. Unit
C
SAN JOSE CA 95116
USA

Hello Spiro,

On behalf of Pacific Gas and Electric, I am pleased that you have accepted the offer for the position of Fieldperson. Your supervisor is Tim TJB Bellinghausen and your position is based in San Carlos. You will be paid bi-weekly. Your rate will be \$ 34.65 per hour (subject to payroll system rounding).

Your base salary may be increased as detailed in the International Brotherhood of Electrical Workers (IBEW) Collective Bargaining Agreement.

You are eligible for 80 hours of Vacation annually. Vacation hours are accrued on an "as you go" basis, and you begin accruing from your first day of employment.

For Exempt employees, paydays are on the 23rd of the month, or the previous workday if the 23rd falls on a Saturday, Sunday, or holiday.

For Non-Exempt employees, paydays are every other Friday, or on the previous workday if the Friday is a holiday.

If your base pay rate is changed, you will be notified seven days in advance of the effective date of the change.

Pacific Gas and Electric Company does not provide additional cash allowances.

Before we can confirm your start date of 01/28/2013, you must successfully complete all required pre-employment activities. Pre-employment requirements include:

- Verification of the content of your completed Job Application
- Criminal background check
- Reference checks
- Passing a drug analysis examination
- Verification of your eligibility to work in the United States, as defined in the Immigration and Control Act. Pacific Gas and Electric Company reserves the right to terminate your employment should you fail to possess or maintain such work authorization, or if such work authorization expires.
- Confirmation of your identity with a government-issued ID or other acceptable document.

When you receive your confirmation, you'll find details about what to expect and where to report on



PGE000409

your first day.

It is important to note that you will be an employee at will. This means that either you or Pacific Gas and Electric Company may end your employment at any time, with or without cause, and with or without notice.

Information and instructions on how to enroll in health plan benefits will be provided to you within 10 days of your first day of employment. The benefits options you choose will be effective the first of the month after your enrollment form is received by the Human Resources Service Center. Questions about benefits can be directed to the Human Resources Service Center by calling 1-800-788-2363. More details about pay, benefits, time off and work/life programs are available on the HR intranet site when you start work.

We look forward to you becoming a part of our exceptional team of employees. If you have any questions please feel free to contact me.

Your Next Steps:

1. Pre-employment drug screen information and instructions:

You should have already received an email from donotreply@escreen.com with all of your pre-employment drug screen appointment details. If you have not already received an e-mail from eScreen, please contact me ASAP (Laura Shrader).

Please bring a valid driver's license or photo ID to the clinic. You will be providing the clinic with a urine sample for drug screening.

Please carefully read the following instructions regarding your drug test:

- You have 3 business days from the time you accept the job offer to take your drug test.
- Failure to complete the drug testing within 3 business days is considered a rejection of the Company conditional employment offer.
- Be aware of your fluid intake prior to testing. Do not drink excessive fluids. If you produce a diluted urine specimen, you will be allowed one re-test. Two tests with diluted results will preclude you from any future employment opportunities with PG&E. (Please drink coffee, juice, soda or water intake less than 40 oz.)
- Once you have signed in at the drug testing facility, if you do not provide a sufficient urine sample for any reason or choose to abandon the testing process, your actions will result in your test being viewed as a positive drug test, and your job offer will be rescinded.

Required forms:

You need to complete and return the following forms within 24 hours.

DOT Drug and Alcohol Testing Policy Handbook

The remainder of the pre-employment process will also begin immediately, however, results may take up to 10 business days.

The following is the link to the "DOT Drug and Alcohol Testing Policy and Handbook" that you must read prior to reporting on your first day of employment.

(Please click on the link to open the handbook):

DOT Drug and Alcohol Testing Policy and Handbook

Complete the last page of the handbook "ACKNOWLEDGEMENT OF RECEIPT DOT DRUG AND

ALCOHOL TESTING POLICY" and fax the form to (925) 459-7345.

DOT History Form

Following is the link to the "Release of DOT drug and alcohol testing information form".
(Please click on the link to open the form):
DOT History and Release Form

Please complete the "Release of DOT drug and alcohol testing information form". There are four sections to the form. Please fill out the sections as follows:

Section 1: **You must fill out this section**

Section 2: Fill out this section if you have held a DOT-regulated position during the past three years (i.e. as a commercial driver or pipeline employee). If you are unsure whether you were subject to these regulations, please contact Kathy Ocegüera at (925) 270-2944.

Section 3: **You must fill out this section**

Section 4: Leave this section blank

Fax all 3 pages of the "Release of DOT drug and alcohol testing information form" to (925) 459-7345. This form needs to be received and processed before you are able to be cleared for hire. If you have any questions regarding the form, please contact Kathy Ocegüera at (925) 270-2944.

2. Background Check:

You need to complete documentation required to process a background investigation within 48 hours. You will shortly receive one email from customersupport@hireright.com with instructions to initiate this process.

Once the pre-employment process is completed, you will be contacted by email to confirm the start date and other related information. Please feel free to contact me if you have any questions.

Best regards,

Laura Shrader
Recruiting Department
Pacific Gas and Electric Company
L3SH@PGE.COM

Replies to the e-mail address that sent this message are undeliverable and will not reach the Recruiting Team. Please do not reply directly to this email.

VEHICLE DRIVER QUALIFICATION FORM

Employee Name (Print): <i>SPINO JENNINGS</i>				Employee Signature: <i>[Signature]</i>	
Personnel# <i>49709</i>				Date: <i>2/18/14</i>	
PCC# <i>15288</i>	Area: <i>San Carlos</i>	Department <i>W/L</i>	Location: 10900 N Blaney Ave. Cupertino 95014		
Driv. Lic. #: <i>REDACTED</i>	Class: <i>A</i>	Expire. Date: <i>04/23/16</i>	Med Exp: <i>1/25/15</i>	Vehicle Number: <i>Peren Bilt 826528</i> <i>Trailer - 824298</i>	
Instructor Name (Print): Bob Bruce R3BE 3235				Course Code: EQIP-0034	Transmission Type: NW Allison
Instructor Signature: <i>Bob Bruce</i>				Equipment Description: <i>Peren Bilt 104' d. Dump Trailer Turntable</i>	

PRESTART INSPECTION

1. Check for fluids under vehicle
2. Perform walk around inspection
3. Perform brake operation tests
4. Correctly interpret in-cab gauges and controls
5. State brake slack adjuster limits
6. Indicate GVWR, load capacity
7. Connect trailer
8. Determine width and height limits
9. Secure load
10. Complete daily inspection book

S	N	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DRIVING SKILLS

11. Operate vehicle in a safe manner, follows regulations
12. Operate transmission proficiently
13. Demonstrate retarder operation
14. Scan mirrors periodically
15. Back vehicle proficiently

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPARATUS OPERATION

16. Engage PTO properly
17. Operate attachments (i.e., pipe rack, auto crane, winch, capston)
(Outriggers, upper and lower boom, digger derrick.)
18. Exhaust Regeneration

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

S = Satisfactory

N = Needs improvement

NA = Not Applicable

☐ Written test administered and passed

☒ Qualified to drive

☐ Needs Improvement - May drive only under direct supervision of a qualified driver having a license equal to, or greater than the student driver **RETEST REQUIRED**

Comments: _____



**Pacific Gas and
Electric Company**

#49709

August 27, 2015

Spiro Jannings
1304 Shortridge Ave. Unit C
San Jose, CA 95116

Spiro Jannings:

Effective today August 27, 2015, your employment with Pacific Gas And Electric Company is being terminated.

Your termination of employment is based on the findings of a Corporate Security Investigation into your conduct. It has been concluded that you're your actions of disrespectful treatment and threat of violence towards your supervisor is in violation of the Employee Code of Conduct. Based on the severity of your behavior, your employment has been terminated.

You will be ineligible for rehire as a regular employee or hiring hall employee, agency worker or contractor assigned to work on PG&E facilities.

All Company property including keys, ID card, gate entry card and Company tools in your possession are to be returned immediately.

Your final paycheck is enclosed. You will receive benefit information from the HR Service Center in approximately two weeks. In the meantime, you may contact the HR Service Center directly at (415) 973-2363 or at (800) 788-2363.

Sincerely,

Jeff Carroll
Superintendent

cc: Labor Relations



PGE000416



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
375 N. WIGET LANE, SUITE 130
WALNUT CREEK, CA 94598
(415) 973-8599

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 94696
(707) 452-2700

CLAIRE IANDOLI, CHAIRPERSON
☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

KIT STICE, SECRETARY

Review Committee Number 23334 Gas – Locate & Mark – Hayward

Vanessa Parker
Company Member
Local Investigating Committee

Lou Mennel
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the termination of a Field Person at the Hayward Service Center for Code of Conduct violations including disrespectful treatment and threats of sexual violence toward his supervisor.

Facts of the Case

The Grievant is a Field Person with 3 years of service. Grievant was on an active Written Reminder at the time of his discharge for issues relating to arriving late to assignments, leaving the work site early, and failing to record his hours accurately on timecards.

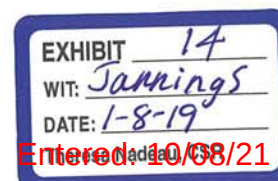
Prior to his dismissal, the Grievant reported to a female Locate and Mark Supervisor who had issued the Written Reminder.

A Corporate Security Investigation initiated on July 23, 2015 found that Grievant had made vulgar and inappropriate comments of a sexual nature about his female Supervisor to another male Supervisor. As a result, Grievant was terminated on August 27, 2015.

Although Grievant denied the specific threats of sexual assault, he did not deny that he had a conversation with the male Supervisor regarding his female Supervisor and admitted that he told the male Supervisor, "... we had a little bit of a problem." Grievant also spoke to another co-worker about his Supervisor and said, "She's out to get me."

Discussion

The Union argued two points: 1) The male Supervisor who heard these comments did not act on the comments immediately and waited 6 days before telling the female Supervisor of



Grievant's threats. The Union opined this was "shop talk" and had these been credible threats, he would have reported them immediately. 2. The Union argued the GPS records did not indicate that Grievant was in the yard later in the day when the male Supervisor said the conversation took place. Accordingly, the Union argued for a reduction in the penalty.

The Company acknowledged the male Supervisor did not report the incident as quickly as he should have, but that does not negate the fact that the conversation took place. Even the Grievant admitted the conversation took place but denies making the vulgar comments. Further, in the interest of protecting his job, Grievant had a motive to lie but he could not provide a motive as to why the male Supervisor or any of his co-workers would fabricate these stories against him. Finally, GPS is only triggered for Locate and Mark employees when they are entering information into the computer. Therefore, when Grievant was in the yard speaking to the male Supervisor, GPS was not tracking him because he was not inputting data into the computer.

Decision

This is not the first case that has come before the Review Committee involving threats made to a Supervisor. Pre-Review Committee Decision Nos. 18746, 12913, 12884, 12694, and 20560 also support discharge. The Committee agreed the discipline was issued for just cause. This case is closed without adjustment.

s/Claire Iandoli 11/16/16
Claire Iandoli, Chairman Date
Review Committee

s/Kit Stice 11/16/16
Kit Stice, Secretary Date
Review Committee